

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Warner Bros. Home Entertainment Inc.,
Plaintiff,
v.
Randal Pope, an individual and d/b/a as
Amazon.com Seller BookGroveMedia
and Does 1-10, inclusive,
Defendants.

Case No. CV12-7772 JAK (VBKx)
CONSENT DECREE AND
PERMANENT INJUNCTION

JS-6

The Court, having read and considered the Joint Stipulation for Entry of Consent Decree and Permanent Injunction that has been executed by Plaintiff Warner Bros. Home Entertainment Inc. ("Plaintiff") and Defendant Randal Pope, an individual and d/b/a as Amazon.com Seller BookGroveMedia ("Defendant"), in this action, and good cause appearing therefore, hereby:

ORDERS that based on the Parties' stipulation and only as to Defendant, his successors, heirs, and assignees, this Injunction shall be and is hereby entered in the within action as follows:

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331 and 1338. Service of process was properly made against Defendant.

1 2) Plaintiff owns or controls the copyright or pertinent exclusive right to distribute
2 or license the distribution of home video and digital products, including video home
3 cassettes (VHS) as well as optical discs, including, but not limited to, digital versatile
4 discs (DVDs) and Blu-ray discs (collectively “Media Products”) incorporating the
5 motion picture or television titles subject to the copyright registrations listed in Exhibit
6 “A” attached hereto and incorporated herein by this reference (collectively referred to
7 herein as “Plaintiff’s Works”).

8 3) Plaintiff has alleged that Defendant has made unauthorized uses of Plaintiff’s
9 Works or substantially similar likenesses or colorable imitations thereof.

10 4) Defendant disputes Plaintiff’s allegations and makes no admission of
11 wrongdoing by entering into this Consent Decree and Permanent Injunction.

12 5) Defendant and his agents, servants, employees, representatives, successor and
13 assigns, and all persons, firms, corporations or other entities in active concert or
14 participation with him who receive actual notice of the Injunction are hereby
15 restrained and permanently enjoined from infringing – directly, contributorily or
16 vicariously – or enabling, facilitating, permitting, assisting, soliciting, encouraging,
17 inducing, authorizing, aiding or abetting, materially contributing to, or persuading
18 anyone to infringe in any manner Plaintiff’s Works, including, but not limited to, the
19 following:

- 20 a) Copying, reproducing, downloading, distributing, uploading, linking to,
21 transmitting, or publicly performing, or using trademarks, trade names or
22 logos in connection with unauthorized Media Products containing any of
23 Plaintiff’s Works;
- 24 b) Enabling, facilitating, permitting, assisting, soliciting, encouraging,
25 abetting, or inducing any person or entity to copy, reproduce, download,
26 distribute, upload, link to, transmit, or publicly perform any of Plaintiff’s
27 Works; or
28

1 c) Profiting from the unauthorized copying, reproduction, downloading,
2 distribution, uploading, linking to, transmission, or public performance of
3 any of Plaintiff's Works while declining to exercise a right to stop or limit
4 such unauthorized copying, reproduction, downloading, distribution,
5 uploading, linking to, transmission, or public performance of any of
6 Plaintiff's Works.

7 6) Each side shall bear its own fees and costs of suit.

8 7) Except as provided herein, all claims alleged in the Complaint against
9 Defendant are dismissed with prejudice.

10 8) This Injunction shall be deemed to have been served upon Defendant at the time
11 of its execution by the Court.

12 9) The Court finds there is no just reason for delay in entering this Injunction and,
13 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
14 immediate entry of this Injunction against Defendant.

15 10) The Court shall retain jurisdiction of this action to entertain such further
16 proceedings and to enter such further orders as may be necessary or appropriate to
17 implement and enforce the provisions of this Injunction.

18 11) The above-captioned action, shall, upon filing by Plaintiff of the Settlement
19 Agreement, be reopened should Defendant default under the terms of the Settlement
20 Agreement.

21 12) This Court shall retain jurisdiction over Defendant for the purpose of making
22 further orders necessary or proper for the construction or modification of this consent
23 decree and judgment; the enforcement hereof; and the punishment of any violations
24 hereof.

25 DATED: April 24, 2013

26 
27 Hon. John A. Kronstadt
28 United States District Judge

EXHIBIT A

COPYRIGHT REGISTRATIONS

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Claimant of Work:</u>
PA 1-085-787	THE WIRE: The Target	Home Box Office, Inc.
PA 1-085-788	THE WIRE: The Detail	Home Box Office, Inc.
PA 1-085-789	THE WIRE: The Buys	Home Box Office, Inc.
PA 1-085-790	THE WIRE: Old Cases	Home Box Office, Inc.
PA 1-091-735	THE WIRE: The Pager	Home Box Office, Inc.
PA 1-091-734	THE WIRE: The Wire	Home Box Office, Inc.
PA 1-085-791	THE WIRE: One Arrest	Home Box Office, Inc.
PA 1-112-366	THE WIRE: Lessons	Home Box Office, Inc.
PA 1-112-367	THE WIRE: Game Day	Home Box Office, Inc.
PA 1-085-792	THE WIRE: The Cost	Home Box Office, Inc.
PA 1-085-793	THE WIRE: The Hunt	Home Box Office, Inc.
PA 1-112-891	THE WIRE: Cleaning Up	Home Box Office, Inc.
PA 1-097-171	THE WIRE: Sentencing	Home Box Office, Inc.
PA 1-136-490	THE WIRE: Ebb Tide	Home Box Office, Inc.
PA 1-148-802	THE WIRE: Collateral Damage	Home Box Office, Inc.
PA 1-194-679	THE WIRE: Hot Shots	Home Box Office, Inc.
PAu2-811-064	THE WIRE: Hard Cases	Home Box Office, Inc.
PAu2-803-274	THE WIRE: Undertow	Home Box Office, Inc.
PA 1-148-601	THE WIRE: All Prologue	Home Box Office, Inc.
PA 1-188-186	THE WIRE: Backwash	Home Box Office, Inc.
PAu2-787-345	THE WIRE: Duck And Cover	Home Box Office, Inc.
PA 1-190-936	THE WIRE: Stray Sounds	Home Box Office, Inc.
PA 1-194-673	THE WIRE: Storm Warnings	Home Box Office, Inc.
PA 1-201-679	THE WIRE: Bad Dreams	Home Box Office, Inc.
PA 1-201-678	THE WIRE: Port In A Storm	Home Box Office, Inc.
PA 1-246-492	THE WIRE: Time After Time	Home Box Office, Inc.
PA 1-246-487	THE WIRE: All Due Respect	Home Box Office, Inc.
PA 1-249-546	THE WIRE: Dead Soldiers	Home Box Office, Inc.
PA 1-249-545	THE WIRE: Amsterdam	Home Box Office, Inc.

1	PA 1-249-550	THE WIRE: Straight And True	Home Box Office, Inc.
2	PA 1-249-549	THE WIRE: Homecoming	Home Box Office, Inc.
3	PA 1-263-206	THE WIRE: Back Burners	Home Box Office, Inc.
4	PA 1-263-204	THE WIRE: Moral Midgetry	Home Box Office, Inc.
5	PA 1-263-205	THE WIRE: Slapstick	Home Box Office, Inc.
6	PA 1-263-201	THE WIRE: Reformation	Home Box Office, Inc.
7	PA 1-265-461	THE WIRE: Middle Ground	Home Box Office, Inc.
8	PA 1-265-512	THE WIRE: Mission Accomplished	Home Box Office, Inc.
9	PA 1-325-037	THE WIRE: Boys Of Summer	Home Box Office, Inc.
10	PA 1-325-038	THE WIRE: Soft Eyes	Home Box Office, Inc.
11	PA 1-325-039	THE WIRE: Home Rooms	Home Box Office, Inc.
12	PA 1-261-149	THE WIRE: Refugees	Home Box Office, Inc.
13	PA 1-261-150	THE WIRE: Alliances	Home Box Office, Inc.
14	PA 1-261-132	THE WIRE: Margin Of Error	Home Box Office, Inc.
15	PA 1-261-151	THE WIRE: Unto Others	Home Box Office, Inc.
16	PA 1-261-345	THE WIRE: Corner Boys	Home Box Office, Inc.
17	PA 1-261-344	THE WIRE: Know Your Place	Home Box Office, Inc.
18	PA 1-353-972	THE WIRE: Misgivings	Home Box Office, Inc.
19	PA 1-353-973	THE WIRE: A New Day	Home Box Office, Inc.
20	PA 1-353-974	THE WIRE: That's Got His Own	Home Box Office, Inc.
21	PA 1-261-346	THE WIRE: Final Grades	Home Box Office, Inc.
22	PA 1-611-976	THE WIRE: More With Less	Home Box Office, Inc.
23	PA 1-608-341	THE WIRE: Unconfirmed Reports	Home Box Office, Inc.
24	APPLICATION PENDING	THE WIRE: Not For Attribution	Home Box Office, Inc.
25	PA 1-663-138	THE WIRE: Transitions	Home Box Office, Inc.
26	PA 1-617-062	THE WIRE: React Quotes	Home Box Office, Inc.
27	PA 1-617-057	THE WIRE: The Dickenson Aspect	Home Box Office, Inc.
28	PA 1-622-694	THE WIRE: Took	Home Box Office, Inc.
	PA 1-622-990	THE WIRE: Clarifications	Home Box Office, Inc.
	PA 1-622-995	THE WIRE: Late Editions	Home Box Office, Inc.
	PA 1-622-993	THE WIRE: -30-	Home Box Office, Inc.